

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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|----------------------|---|--|----------------|--------------------|
| First Named Inventor | : | Joseph W. St. GEME III | | |
| Appln. No. | : | 10/080,505 | | |
| Filed | : | 22 February 2002 | Group Art Unit | : 1645 |
| Title | : | HAEMOPHILUS ADHERENCE AND PENETRATION PROTEINS | Examiner | : Not yet assigned |

**DECLARATION AND POWER OF ATTORNEY
FOR UTILITY PATENT APPLICATION
(37 C.F.R. § 1.63)**

As a below named inventor, I hereby declare that my mailing address and citizenship are as stated below.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter that is claimed and for which a patent is sought on the invention entitled:

HAEMOPHILUS ADHERENCE AND PENETRATION PROTEINS

the specification of which:

☐ is attached hereto OR

☒ was filed on 22 February 2002 as United States Application Number 10/080,505 or PCT International Application Number _____ and amended on _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information known to me that is material to patentability as defined in 37 C.F.R. 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

PRIOR FOREIGN APPLICATION(S)

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or 365(b) of any foreign application(s) for patent or inventor's certificate, or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate, or any PCT international application having a filing date before that of the application on which priority is claimed.

| Prior Foreign Application Number(s) | Country | Foreign Filing Date | Priority Not Claimed | Certified Copy Attached? | |
|-------------------------------------|---------|---------------------|--------------------------|--------------------------|--------------------------|
| | | | | Yes | No |
| | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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PRIOR US APPLICATION(S)

I hereby claim the benefit under Title 35, United States Code, §§ 119/120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose to the Patent Office all information known to me to be material to patentability as defined in 37 C.F.R. 1.56 which occurred between the filing date of the prior application and the national or PCT international filing date of this application as listed below.

| Application Number(s) | Filing Date | Status |
|-----------------------|----------------|---------|
| 08/296,791 | 25 August 1994 | Issued |
| 09/839,996 | 20 April 2001 | Pending |

POWER OF ATTORNEY

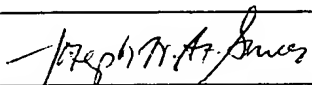
I hereby appoint the Dorsey & Whitney LLP attorneys and agents associated with Customer Number 32940 to prosecute the patent application identified above and to transact all business in the Patent and Trademark Office connected therewith, including full power of association, substitution, and revocation.

PLEASE DIRECT ALL CORRESPONDENCE TO:

The address associated with Customer Number: 32940, currently:

| | |
|-----------|---|
| Name | Richard F. Trecartin, Esq. |
| Address | DORSEY & WHITNEY LLP Four Embarcadero Center Suite 3400 San Francisco, California 94111-4187 |
| Telephone | (415) 781-1989 |
| Fax | (415) 398-3249 |

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

| | | | |
|--------------------------------|---|------------------------|---------------|
| Sole or First Inventor: | | | |
| Given Name (First and middle) | | Family Name or Surname | |
| Joseph, W. | | St. GEME III | |
| Inventor's Signature |  | | Date: 8/23/12 |
| Residence | St. Louis | Missouri | 63117 |
| | City | State | Zip |
| Post Office Address | 45 Berkshire Drive, St. Louis, MO 63117 | | |

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ASSIGNMENT

WHEREAS, the undersigned

1) Joseph W. St. GEME III, resident of St. Louis, county of Clayton, state of Missouri

(hereinafter termed "Inventor(s)"), has invented certain new and useful improvements in

HAEMOPHILUS ADHERENCE AND PENETRATION PROTEINS

for which an application for a United States Patent was filed on 22 February 2002 having Application Serial Number 10/080,505 and

WHEREAS, WASHINGTON UNIVERSITY, a corporation of the State of Missouri, having a place of business at One Brookings Drive, St. Louis, Missouri (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

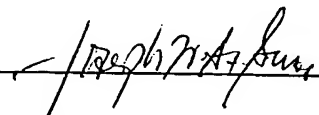
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Attorney Docket No. 59941-1/RFT/DCF/DHR
Dorsey & Whitney Matter No. 467084-00039

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as of the dates below written adjacent to each of their respective signatures.

Signature of Inventor : 
Joseph W. St. GEME III

Date : August 23, 2002

County of Jefferson)
State of Missouri) ss.
)

On this 23rd day of August, In the year 2002, before me,
Barbara McCall, Notary Public of the State of Missouri
personally appeared Joseph W. St. GEME III, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person whose name is subscribed to the
within instrument, and acknowledged that he/she executed the same in his/her authorized
capacity(ies), and that by his/her signature on the instrument the person, or the entity
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

(Seal)